

# SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of August, 2007, by and between THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA, 5775 Osceola Trail, Naples, Florida 34109, hereinafter referred to as "Board," and DENNIS THOMPSON, Ed.D., hereinafter referred to as "Dr. Thompson" or "Superintendent," for services to be rendered to the Board and to the School District of Collier County, Florida ("District") by Dr. Thompson.

WITNESSETH:

WHEREAS, the Board wishes to employ and appoint Dr. Thompson as the Superintendent of Schools (hereinafter referred to as "Superintendent") for the School District of Collier County, Florida including, without limitation, for the performance of those duties and responsibilities currently set forth in Sections 1001.47, 1001.48, 1001.49, 1001.51 and 1001.53, Florida Statutes; and

WHEREAS, Dr. Thompson is willing to perform the duties and responsibilities of the Superintendent of Schools for the School District,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

## ARTICLE 1 RECITALS

1.1 **RECITALS:** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 POSITION OF SUPERINTENDENT OF SCHOOLS

2.1 **EMPLOYMENT OF SUPERINTENDENT:** The Board hereby employs and appoints Dr. Thompson as Superintendent of Schools for the School Board of Collier County, Florida for the term of this Agreement. Dr. Thompson hereby agrees to perform the duties and responsibilities of Superintendent of Schools during the term of this Agreement in accordance with the terms, covenants and conditions set forth herein.

2.2 **TERM OF CONTRACT:** Unless terminated earlier pursuant to Article 10, this Agreement shall remain in full force and effect from August 21, 2007 or the date it is approved by The Board, whichever is later, through and including July 31, 2011.

**2.3 OFFICIAL DUTIES:** As Superintendent, Dr. Thompson shall be the Chief Executive Officer of the School Board, Secretary to the Board, and shall have charge of the administration of schools. He shall faithfully perform the duties and responsibilities of Superintendent as specified in that position's job description as from time to time adopted by the Board, and as prescribed by the laws of the State of Florida, the Florida Administrative Code, Board Policies and this Agreement, and as may be additionally assigned by the Board. The Superintendent shall comply with all Board directives, state and federal laws, applicable rules and regulations, and School Board policies currently existing or as may be adopted or amended. The Superintendent shall directly and indirectly supervise all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the needs of the School Board subject to approval by the Board. Except as otherwise permitted by this Agreement, Dr. Thompson agrees to devote his full time and efforts to the performance of the duties and responsibilities of Superintendent in a faithful, diligent and efficient manner. The Superintendent's responsibilities, duties and functions shall include, without limitation, the following:

2.3.1: Serving as the Chief Executive Officer of the School Board in accordance with Florida Statutes, state rules and School Board Policies. All powers and duties necessary to the efficient management and administration of the School Board shall be delegated to the Superintendent to the full extent permitted by law;

2.3.2 Working with the Board, School District personnel, parents and the public to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes;

2.3.3 Representing the interests of Board and the School District in day-to-day contact with parents, citizens, the community and other governmental agencies;

2.3.4 Providing leadership, guidelines and directions to ensure implementation of the Board's policies relating to facilities, curriculum, instruction, student services, personnel, budget and business affairs;

2.3.5 Reporting information and analyses regularly to the Board regarding student achievement and test scores;

2.3.6 Reviewing all policies to be adopted by the Board and making appropriate recommendations to the Board for enactment, revisions, additions, deletions and modifications to such policies as provided by law;

2.3.7 Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees in accordance with Florida Statutes, State Board of Education Rules, and the policies adopted by the Board;

2.3.8 Providing leadership and direction in planning and financing the maintenance of existing schools and to meet the growth needs of Collier County with new schools;

2.3.9 Advising and making recommendations to the Board regarding possible sources of funds that may be available to implement present or contemplated the Board programs;

2.3.10 Maintaining and improving his professional competency by all available means including, without limitation, reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

2.3.11 Establishing and maintaining an effective community relations program including effective relationships with the media;

2.3.12 Communicating openly, systematically and in a timely manner with the Board, The Board staff and the community and to inform the Board of critical issues or incidents as promptly as the circumstances shall permit;

2.3.13 Providing educational leadership to ensure quality teaching and learning;

2.3.14 Performing such other duties, responsibilities and functions as assigned or required from time to time by the Board.

2.4 **DOCUMENTS OF OFFICE:** The Superintendent shall execute and file the oath of office or any other documents required for the School Board's personnel files and for payroll purposes. The Superintendent shall file with the Collier County Supervisor of Elections and with the Florida Commission on Ethics all documents required of him under Florida law.

2.5 **REASSIGNMENT DURING TERM:** Except as provided in Section 9.8 of this Agreement, the Board agrees that Dr. Thompson shall not be reassigned to another position in the School Board during the term of this Agreement without his written consent.

### **ARTICLE 3 COMPENSATION OF SUPERINTENDENT**

3.1 **BASE SALARY:** The Superintendent's base salary for the period of August 21 2007 and through and including June 30, 2011 shall be Two Hundred Forty Thousand Dollars (\$240,000.00). The Superintendent's base salary in subsequent fiscal years shall be established in accordance with Section 3.2 of this Agreement. In no event shall Dr. Thompson's base salary be reduced during his employment without his written consent.

3.2 **SALARY ADJUSTMENTS:** Subsequent to June 30, 2008, the Superintendent's annual base salary shall be increased by the percentage of pay increase provided by the Board to its 12-month administrative personnel for that fiscal year.

3.3 **PAYMENT OF BASE SALARY:** The Board shall pay the Superintendent's base salary in equal installments in accordance with the School Board's rules, policies and practices governing the payment of 12-month administrative personnel.

3.4 **VEHICLE USE:** The duties and responsibilities of his office will require the Superintendent to travel extensively in county by automobile throughout the State of Florida. The Board agrees that the Superintendent shall receive the standard mileage reimbursement provided to District personnel for such travel when his automobile is used for District business.

3.5 **EXPENSE ALLOWANCE:** The Board will provide the Superintendent an allowance in the amount of Four Hundred Dollars (\$400.00) per month (hereinafter referred to as "Expense Allowance") during the term of this Agreement to be used for business-related expenses incurred by the Superintendent in the performance of his duties and responsibilities. The Expense Allowance shall be adjusted as of July 1 of each year during the term of this Agreement based upon the year's Consumer Price Index for urban consumers.

#### **ARTICLE 4** **INSURANCE COVERAGES AND BENEFITS**

4.1 **MEDICAL, VISION AND DENTAL INSURANCE:** In addition to other benefits provided under this Agreement, the District shall provide health, vision, dental insurance, and other flexible health benefits to the Superintendent and his family during the entire term of this Agreement to the extent same is available from time to time to the Board's other 12-month administrative employees. The costs of all such insurance coverage and other benefits so provided to the Superintendent and his family shall be paid for by the District. The District shall provide the foregoing medical, vision, and dental insurance benefits to Dr. Thompson and his spouse until both shall qualify for Medicare coverage.

4.2 **MEDICAL EXAMINATION:** The Board requires and agrees to pay for Dr. Thompson to undergo a medical examination within two (2) months of each anniversary date of this Agreement. Dr. Thompson may choose any physician or group of physicians licensed by the State of Florida or any other state to perform this medical examination and the facility at which the medical examination will be performed. The selected examining physician or group of physicians shall provide the results of such medical examination to the Board in a format stating whether Dr. Thompson is physically fit to perform the responsibilities and duties of Superintendent. All costs and expenses of this medical examination shall be paid under the Superintendent's health plan provided by the Board. All costs of such medical examinations that are not covered by the Board's health plan shall be paid or reimbursed by the Board up to a maximum cost of One Thousand, Five Hundred Dollars and No/00 Cents (\$1,500.00).

4.3 **DISABILITY INSURANCE:** The Board shall provide long-term disability insurance coverage for the Superintendent during each year of the term of this

Agreement. The benefits payable under such coverage shall be paid at the rate of sixty-six and two-thirds percent (66-2/3%) of the Superintendent's base salary as of the date of disability. The District shall pay the cost of such coverage.

4.4 **LIFE INSURANCE**: The Superintendent shall receive term life insurance coverage in the amount of one year's base salary as of the date of death, up to a maximum of One Hundred Thousand Dollars (\$100,000.00). The life insurance benefits shall be made payable to the Superintendent's named beneficiary. The Board shall pay the premium for such insurance. The Superintendent may elect to obtain, at his own expense, additional term life insurance through any insurance plan offered to other 12-month administrative employees.

4.5 **FLORIDA RETIREMENT SYSTEM**: Dr. Thompson is eligible for participation in the Florida Retirement System ("FRS") under current laws and regulations but is giving up retirement benefits accruing to him under the Teachers' Retirement System of Illinois ("TRSI"). Accordingly, he will receive a tax-sheltered annuity to compensate for the loss of TRSI benefits. The District will purchase the annuity for Dr. Thompson in the amount of Fifteen Percent (15%) of his annual base salary. He shall be eligible to participate in FRS to the same extent as any other District administrative employee, with the District funding the FRS contribution.

4.6 **SUPERINTENDENT-PAID CONTRIBUTIONS**: The Superintendent may contribute to any additional retirement plan(s) for which he is qualified under the Internal Revenue Code or state and federal laws. For the purposes of this Agreement, "additional retirement plan(s)" shall consist of any retirement plans authorized by Sections 401a, 403b and/or 457b of the Internal Revenue Code. The Superintendent will determine into which plan or plans he will participate. Any deposits in such plan(s) will be made each pay period during each contract year. Deposits may be made into one or more of the authorized plans in any given year and will immediately become completely vested on the first day of the year for which they are deposited.

4.7 **OTHER BENEFITS AND PROGRAMS**: The Superintendent shall be entitled to receive those benefits and participate in those employee programs specifically identified in this Agreement and may participate in any other employee programs not expressly identified in this Agreement that are available to other 12-month administrative employees.

4.8 **MOVING EXPENSES**: The District shall reimburse Dr. Thompson for reasonable moving expense. Mileage reimbursement for two vehicles at the standard employee reimbursement rate for employee travel, up to sixty (60) days of reasonable living expenses, plus a per diem allowance of Eighty Dollars (\$80.00) per day.

4.9 **INFORMATION AND COMMUNICATIONS TECHNOLOGY**: The District shall bear the expense for and provide the Superintendent such information and communications technology equipment as he may reasonably request for use in his office, residence and automobile for the conduct of his duties and responsibilities and for

incidental personal use. The District shall bear all monthly or recurring charges associated with service provided by such equipment.

## **ARTICLE 5**

### **TRAVEL AND PROFESSIONAL ASSOCIATIONS**

5.1 **TRAVEL EXPENSES:** In order to assist and enhance the Superintendent's ability to perform his duties and responsibilities, the District shall pay for or reimburse any reasonable travel expenses incurred outside of Collier County, Florida by the Superintendent in the conduct of his duties and responsibilities. Any such reasonable expenses shall be paid or reimbursed to the extent permitted by state law and Board policies and shall include, without limitation, air travel, lodging, meals, rental car and other reasonable travel-related expenses incurred in the performance of the Superintendent's duties and responsibilities. The District will provide the Superintendent with a District credit card which may be used for allowable expenses.

5.2 **DOCUMENTATION OF EXPENSES:** The Superintendent shall comply with all Board policies, procedures and documentation requirements for expenses incurred in the conduct of School Board business. All such expenditures shall be subject to review and ultimate approval by the District's independent auditors.

5.3 **PROFESSIONAL CONFERENCES AND MEETINGS:** The Board encourages the Superintendent to attend professional conferences and meetings with other educational agencies and educators during the term of this Agreement. The Board shall pay in full or reimburse all legally valid expenses and fees associated with the Superintendent's participation in such conferences and meetings. The Superintendent shall periodically provide reports to the Board about those conferences and meetings in which he has participated. The Superintendent shall file itemized expense statements to be processed and approved by the School Board as provided by law and Board policies. The District will provide the Superintendent with a District credit card that may be used for allowable expenses.

5.4 **PROFESSIONAL MEMBERSHIPS:** The Board encourages the Superintendent to belong to appropriate professional and educational organizations and where such membership will serve the best interests of the School Board. The Superintendent may hold offices or accept responsibilities in such professional associations and organizations provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Accordingly, the Board shall pay for or reimburse the Superintendent for any membership dues necessary to participate in such organizations. The Superintendent shall present appropriate statements and invoices for such membership dues in accordance with District practices and School Board policies.

**ARTICLE 6**  
**VACATION LEAVE**

6.1 **VACATION LEAVE DAYS:** The Superintendent shall receive thirty (30) working days of paid vacation leave (exclusive of holidays) each fiscal year. The Superintendent may accumulate unused vacation leave and carry same over to the following fiscal year. Upon termination or expiration of his employment as Superintendent under this Agreement, the District shall pay the Superintendent the value of his unused and accumulated vacation leave days at the then-current per diem rate, the subject to limitations imposed by Florida law and School Board policies. In the event of his death during the term of this Agreement, the Board shall pay to the Superintendent's personal representative the value of his unused and accumulated vacation leave days within thirty (30) days of his demise.

6.2 **USE OF VACATION LEAVE:** The Superintendent shall follow all School Board policies respecting the use of vacation days. The Superintendent shall submit written requests to the School Board Chair for use of his vacation days. The Superintendent is required to use at least five (5) consecutive days of vacation leave during each year of the term of this Agreement.

6.3 **ACCRUAL OF VACATION LEAVE:** There is no limit on accrual of vacation leave.

6.4 **PERSONAL LEAVE:** The Superintendent shall receive six (6) personal leave days each year (front-loaded), one day for each two months of service. These personal leave days shall not be counted as or deducted from the Superintendent's available sick leave, however, the personal leave days shall be used before the Superintendent shall be entitled to utilize vacation leave as described in paragraph 6.1 above.

**ARTICLE 7**  
**SICK LEAVE**

7.1 **SICK LEAVE:** The Superintendent shall earn sick leave at the rate of one and one-half (1.5) days per month. Upon termination or expiration of his employment as Superintendent under this Agreement or at the end of his employment by Board, whichever first occurs, the Board shall pay the Superintendent the value of his unused and accumulated sick leave days subject to limitations imposed by Florida law and School Board Policies. In the event of his death during the term of this Agreement, the Board shall pay to the Superintendent's personal representative the value of his unused and accumulated sick leave days within thirty (30) days of his demise. Sick leave shall accumulate and be valued subject to applicable Florida Statutes, state rules and Board policies at the Superintendent's current per diem rate.

**ARTICLE 8**  
**OUTSIDE WORK**

8.1 **OUTSIDE WORK**: The Superintendent shall devote his full time, skill, labor and attention to the performance of his official duties.

**ARTICLE 9**  
**EVALUATION OF SUPERINTENDENT AND EXTENSION OF TERM**

9.1 **BASE LINE EVALUATION**: The Board and the Superintendent will mutually develop an initial evaluation instrument on or before January 31, 2008 that will be utilized by the Board to establish a base line evaluation of the Superintendent's performance of his duties and responsibilities.

9.2 **ESTABLISHMENT OF GOALS**: The Board and the Superintendent shall establish initial Superintendent Goals which shall be reduced to writing and approved by The Board at a meeting to be held by January 31, 2008. Thereafter, the Board and Dr. Thompson shall cooperatively establish Superintendent Goals during each subsequent year of the Superintendent's employment.

9.3 **ANNUAL EVALUATION**: The Superintendent shall be evaluated by Board Members on an annual basis beginning with his initial annual evaluation which shall be conducted on or before August 30, 2008. Annual evaluations will be conducted in subsequent years on or before August 30<sup>th</sup>.

9.4 **EVALUATION INSTRUMENT**: The Board and the Superintendent will mutually develop and agree upon a written evaluation instrument that will be used by each Board Member for each annual evaluation. The evaluation instrument shall be related to the attainment of the Superintendent Goals and other criteria identified by the parties in the development of the evaluation instrument including, without limitation, the Superintendent's job description (as amended) and the powers and duties of a Superintendent of Schools as described in Florida Statutes (as amended). The evaluation instrument will be structured to contain a standard that must be achieved to allow the term of the Superintendent's Agreement to be extended pursuant to Section 9.6 of this Agreement (hereinafter referred to as "Extension Standard"). Each Board Member will be provided an evaluation instrument on or before August 15<sup>th</sup> of each year beginning in 2008 to rate the Superintendent's performance in the accomplishment of the Superintendent Goals. The evaluation instruments completed by Board Members and shall be submitted to the School Board Attorney, who shall compile the individual Board Member's ratings contained in the evaluation instrument. The evaluation instruments are public documents.

9.5 **PERFORMANCE IMPROVEMENT**: In the event the compiled ratings of the Board determine that the Superintendent has not achieved a Superintendent Goal or any other evaluation criterion or should the Board determine that the Superintendent's performance is unsatisfactory or requires improvement in any respect, the Board shall

provide the Superintendent a written listing of deficiencies in performance in sufficient detail to permit him to fully and fairly respond to such performance issues. It is the intent of the parties that the Superintendent be afforded an opportunity to correct any performance issues or to effect improvement at least six (6) months prior to the taking of any adverse employment action by the Board. However, nothing herein shall be construed to preclude the Board from exercising its rights to terminate this Agreement without cause or from taking adverse employment action when the Board determines such action is necessary to protect the health, safety and welfare of public school students or that the Superintendent's conduct warrants such action.

9.6 **AUTOMATIC EXTENSION OF TERM:** The Chair's designee shall collect the evaluation ratings compiled pursuant to paragraphs 9.4 - 9.5, which shall be submitted to the Board at its next regular meeting. In the event that the Superintendent achieves the Extension Standard established under Section 9.4, the term of this Agreement shall be extended for one (1) year continuing through July 31, 2012 upon Board's receipt of the compilation of evaluation ratings. The terms of this Agreement shall apply to the additional one year of employment as Superintendent.

9.7 **EXTENSION OF TERM:** Unless this Agreement is terminated earlier pursuant to Article 10, or extended pursuant to Section 9.6, the Board will determine whether to extend the term of the Agreement on or before August 30, 2010. Unless modified in writing by the parties, the terms of this Agreement shall remain in force and effect during any extension of the term of Dr. Thompson's employment as Superintendent. By August 30, 2010, the Board shall determine whether to extend the term of the Superintendent's employment for one or more years beyond its current termination date. Nothing in this Agreement shall preclude the Board from granting merit pay based upon outstanding service by the Superintendent.

9.8 **SUBSEQUENT EMPLOYMENT:** In the event of a separation of employment as Superintendent, including resignation, other than a termination of employment for cause, the Board shall appoint Dr. Thompson to an administrative position within the School the Board at a pay grade equivalent to his current rate of pay for the remaining term of this contract.

## **ARTICLE 10 TERMINATION AND NON-RENEWAL**

10.1 **TERMINATION FOR CAUSE:** The Board may terminate this contract for cause:

- (1) If the Superintendent tenders a written resignation,
- (2) If the Superintendent fails, neglects, or refuses to come to work although he is in good health,
- (3) If the Superintendent is convicted of a crime that is classified as a felony under Florida or Federal law, or
- (4) If the Superintendent fails to achieve performance improvement after notice of deficiencies as provided in paragraph 9.5, or

(5) If the Superintendent is found to be medically incapable of fulfilling his responsibilities under this Contract.

**10.2 TERMINATION WITHOUT CAUSE:** The Board may terminate the employment of the Superintendent under this Contract without cause in its sole and exclusive discretion. In order to do so, the Board must pass a resolution to terminate the Superintendent's employment without cause at a regular or special School Board meeting. The Board shall give the Superintendent fourteen (14) business days' written notice that it intends to consider the issue of termination of employment without cause at a regular or special meeting of the Board.

**10.3 SEVERANCE PAY FOR TERMINATION WITH CAUSE:** If the Superintendent is terminated for the reasons set forth in Paragraphs 10.1(l), 10.1(2), or 10.1(3), he shall not receive any severance pay.

**10.4 SEVERANCE PAY FOR TERMINATION WITHOUT CAUSE:** If the Superintendent's employment is terminated without cause, or for cause under paragraph 10.1 (4) or 10.1 (5) above, the School Board will pay the Superintendent all amounts amount due for salary, sick leave, vacation leave, and personal leave accruing as set forth in paragraphs 10.5 and 10.6 below from the date of termination to June 30, 2011, in a lump sum, less federal and state withholdings, within 15 days' time.

**10.5 TERMINAL PAY:** The Superintendent shall be entitled to receive Terminal Pay, effective as of the last day of employment, as follows:

**10.5.1 ACCUMULATED VACATION LEAVE:** Upon retirement or severance the Superintendent shall be paid the daily rate of pay for each accumulated day of vacation leave as designated herein.

**10.5.2 ACCUMULATED SICK LEAVE:** Upon departure from employment, whether by termination, retirement or death, the Superintendent will be paid for all accumulated unused sick leave at his then current daily rate of pay.

**10.6 BENEFITS UPON TERMINATION:** In the event of termination of this Agreement, the Superintendent's medical insurance will be treated in accordance with any federal and state laws and regulations in effect at the time of such employment. Health benefits will be provided from the date of termination until the Superintendent and his wife qualify for Medicare coverage.

**10.7 SUPERINTENDENT'S INCAPACITY:** In the event that the Superintendent becomes unable to perform any or all of his duties under this Agreement due to illness, accident or other cause beyond his control and if said inability continues for a period of more than thirty (30) consecutive days, the Board may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of the Superintendent under this Agreement. If such disability continues for more than ninety (90) consecutive days, the Board may, in its sole discretion, terminate this Agreement whereupon the respective duties, rights and obligations of the Parties hereto shall terminate including any obligations for severance pay contained in Article 10.3

hereof. In the event of termination due to disability, the Superintendent shall continue to receive the salary and benefits provided in this Agreement for a period of ninety (90) days from the date the Superintendent becomes disabled. The Board's decision and determination as to the disability of the Superintendent shall be final and shall be based upon the opinion of a properly licensed medical doctor. The Superintendent hereby consents to any medical examination requested by The Board under this provision. The Parties agree that the Board may choose the medical doctor who will perform any such medical examination. The thirty-day and ninety-day period(s) specified in this Section shall begin only after the exhaustion of any accrued sick leave and vacation days available to the Superintendent under this Agreement.

**10.8 RESIGNATION:** If Dr. Thompson should at any time elect to resign his position, he agrees to provide the Board not less than ninety (90) days prior written notice of such resignation. After ninety (90) days following the delivery of such notice to the Board in accordance with the notice provisions of this Agreement, this Agreement and all rights and obligations created hereunder shall terminate regardless of the date upon which such resignation is to be effective. Such written resignation shall become effective on the 90<sup>th</sup> day after its delivery to the Board and shall become final. Without regard to whether it was accepted or not by the Board, such written resignation may not be withdrawn or revoked by the Superintendent without the consent and agreement of the Board. All salaries, vacation leave, sick leave, and other emoluments and benefits which are or would be payable or accrue to the Superintendent under this Agreement shall be equitably prorated as of the effective date of the resignation.

## **ARTICLE 11 INDEMNIFICATION**

**11.1 INDEMNIFICATION:** The Board agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose out of or while the Superintendent was acting within the scope of his employment. The Board shall have no obligation to defend, hold harmless or indemnify the Superintendent for any intentional wrongdoing or reckless failure to perform in office or for any willful or wanton neglect of duty. Nothing herein shall be construed as a waiver of sovereign immunity by the Board or of any rights or limitations provided in Florida Statutes including, without limitation, those rights and limitations set forth in Section 768.28, Florida Statutes.

## **ARTICLE 12 BACKGROUND SCREENING**

**12.1 BACKGROUND SCREENING:** The Superintendent agrees to comply with all employment and background screening requirements required of School District employees by state law and School Board Policies.

**ARTICLE 13**  
**COORDINATION AND COMMUNICATIONS**

13.1 **COOPERATION:** The Superintendent shall work with the Board to develop and maintain a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for acting upon matters requiring the Board's corporate action pursuant to Florida law.

13.2 **ADMINISTRATIVE AUTHORITY.** The Board shall delegate to the Superintendent administrative responsibility and commensurate authority for administering the public school system to the extent permitted by Florida law.

13.3 **COLLECTIVE BOARD:** The Board acknowledges that it is a collective body. Each Board Member acknowledges that her/his power as a Board Member is derived from the collective deliberation and action of the Board as a whole taken in a duly-constituted public meeting and that no Board Member has individual authority to give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems.

13.4 **REFERRAL OF ISSUES:** It is agreed that The Board and its individual Board members will promptly refer to the Superintendent for his study and recommendation any criticisms, complaints and suggestions brought to the attention of the Board or of any individual Board Member. However, this Section shall not be construed to preclude Board Members from communicating directly with Board staff.

**ARTICLE 14**  
**GENERAL CONDITIONS**

14.1 **SOVEREIGN IMMUNITY:** Nothing herein is intended to serve as a waiver by The Board of sovereign immunity or of any rights under Section 768.28, Florida Statutes.

14.2 **NO THIRD PARTIES:** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract.

14.3 **NON-DISCRIMINATION:** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

14.4 **ENTIRE AGREEMENT:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

14.5 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

14.6 **AGREEMENT PREPARATION:** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

14.7 **WAIVER:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14.8 **LEGAL COMPLIANCE:** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

14.9 **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Twentieth Judicial Circuit of Collier County, Florida.

14.10 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.11 **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The Board.

14.12 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire,

hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

14.13 **PLACE OF PERFORMANCE:** All obligations of the Board under the terms of this Agreement are reasonably susceptible of being performed in Collier County, Florida and shall be payable and performable in Collier County, Florida.

14.14 **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

14.15 **NOTICE:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To The Board: Steven J. Donovan  
Chair of the School Board  
The School Board of Collier County, Florida  
5775 Osceola Trail  
Naples, Florida 34109

With a Copy to: Richard W. Withers  
School Board Attorney  
The School Board of Collier County, Florida  
5775 Osceola Trail  
Naples, Florida 34109

To Superintendent: Dennis Thompson, Ed.D.  
Superintendent of Schools  
The School Board of Collier County, Florida  
5775 Osceola Trail  
Naples, Florida 34109

14.16 **CAPTIONS:** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

14.17 **AUTHORITY:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**For The Board**

(Corporate Seal)

THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Steven J. Donovan, Chair

\_\_\_\_\_  
Eric F. Williams, Interim Superintendent of Schools

Approved as to Form:

Date: \_\_\_\_\_, 2007

\_\_\_\_\_  
School Board Attorney

**For The Superintendent:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DENNIS THOMPSON, Ed.D.

\_\_\_\_\_  
Witness  
Date: \_\_\_\_\_, 2007